

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant

White & Case LLP
1155 Avenue of the Americas
New York, NY 10036

2. Registration No.

2759

3. Name of Foreign Principal

Arab Bank plc

4. Principal Address of Foreign Principal

Arab Bank plc
P. O. Box 950545
Amman 11195
JORDAN

5. Indicate whether your foreign principal is one of the following:

- ☐ Foreign government
☐ Foreign political party
☒ Foreign or domestic organization: If either, check one of the following:
 ☐ Partnership ☐ Committee
 ☒ Corporation ☐ Voluntary group
 ☐ Association ☐ Other (*specify*) _____
☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Arab Bank is a large banking and financial institution.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

As a banking and financial institution, Arab Bank is subject to supervision by the banking regulators of the jurisdictions in which it operates.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Arab Bank is publicly traded on the Amman Stock Exchange (ASE). The Jordanian Social Security Corporation, Saudi Oger Ltd., and Oger Middle East Holding were the three largest shareholders of the Bank as at December 31, 2010.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
October 31, 2011	Christopher Curran, Partner	/s/ Christopher Curran eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

White & Case LLP

2. Registration No.

2759

3. Name of Foreign Principal

Arab Bank plc

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
- Legal representation.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant will provide legal advice and representation in connection with certain litigation matters.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant will represent Arab Bank plc in meetings with representatives of the Department of State. (The Department of State representatives may include representatives of other agencies or departments.) While our representation involves meetings and communications with U.S. Government representatives in connection with certain litigation matters and is likely exempt from registration requirements, the Firm has elected to disclose the representation out of an abundance of caution.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
October 31, 2011	Christopher Curran, Partner	/s/ Christopher Curran eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

WHITE & CASE

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New York, New York 10036-2737

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Direct Dial + 212-819-8595 agover@whitecase.com

December 1, 2010

Dr. Ghaith Mismar
General Counsel/Secretary General
Arab Bank PLC
P.O. Box 950545
Amman, Jordan 11195

Dear Dr. Mismar:

We have set forth below the terms of our engagement, as of August 27, 2010, to act on behalf of Arab Bank PLC and its affiliates ("the Bank") in connection with representation regarding pending litigation in the United States District Court for the Eastern District of New York ("the Litigation") and matters related to the Litigation ("the Engagement").

I. Fees

We will charge for our services on an hourly basis at the rate we customarily charge for such services at the time they are performed. Those hourly rates for each attorney depend on the experience, expertise and status of that lawyer. Where appropriate, legal assistants or paralegals may be employed. Fees for such legal assistants' services will also be based upon the hourly rates customarily charged by us to clients at the time those services are performed. We will not increase our rates more than ten percent (10%) in any twelve month period; and we will give you prior notice of any rate increase.

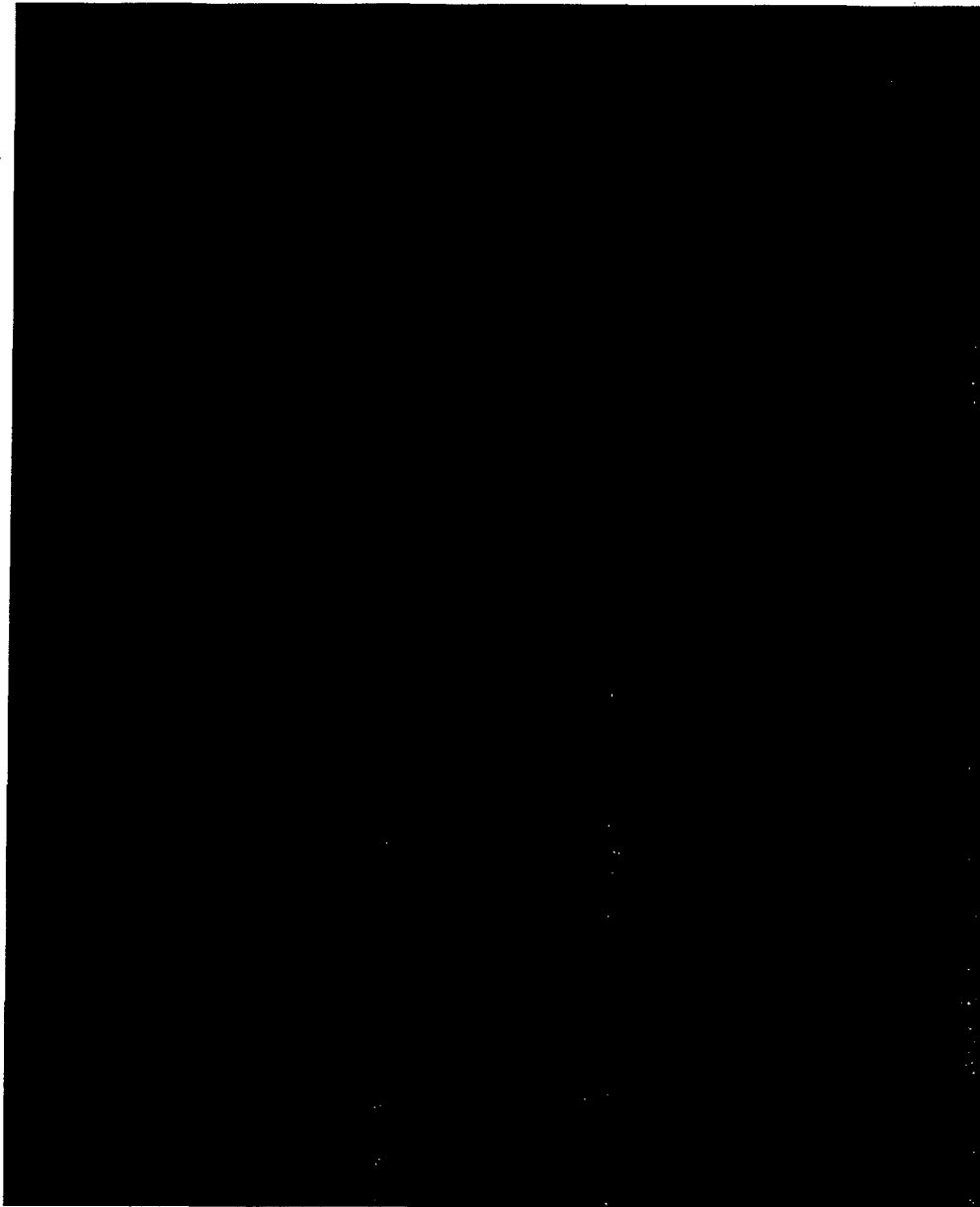
ABU DHABI ALMATY ANKARA BANGKOK BEIJING BIRMINGHAM BRATISLAVA BRUSSELS BUDAPEST DUISBURG DUSSELDORF FRANKFURT
HAMBURG HELSINKI HONG KONG ISTANBUL JOHANNESBURG LONDON LOS ANGELES MEXICO CITY MIAMI MILAN MOSCOW MUNICH
NEW YORK PALM BEACH PARIS PRAGUE RIVINGTON SAN PAULI SHANGHAI SINGAPORE STOCKHOLM TOKYO WARSAW WASHINGTON, DC

NEW YORK 782361 (28)

Redacted for Attorney Work Product
and Attorney-Client Privilege

Dr. Ghaith Mismar

WHITE & CASE

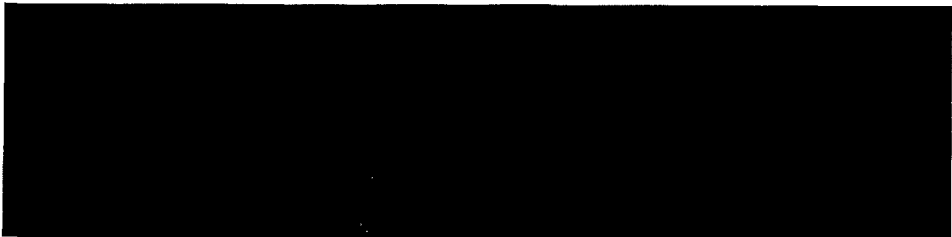


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and Attorney-Client Privilege

Dr. Ghalib Mismar

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2. Costs, Out of Pocket Expenses and Disbursements

In addition to the above described fees, you will reimburse us monthly for all of our out of pocket and office expenses and disbursements as customarily billed by us and paid in connection with the legal services performed by us under this Agreement. These include but are not limited to: photocopying, local messenger and intercity delivery service, computerized research, travel (included mileage, parking, airfare, lodging, meals and ground transportation, computer research charges, support staff overtime and word processing). We shall also charge you for filing fees, court and deposition reporter fees. In all cases and in the absence of special arrangements, fees and expenses of local or other counsel, experts, investigators, accountants, consultants and other providers of services outside our Firm will be paid by you and will not be our responsibility. We may make arrangements, where we believe it appropriate, to have all or any of the foregoing billed directly to you for payment to the person to whom those obligations for expenses are incurred. In any case, in the absence of our express written acknowledgment to the contrary, you shall be solely responsible for the fees and expenses of such persons.

3. Billing and Payment

We will provide you with monthly statements setting forth the fees, costs and out of pocket expenses payable by you under this Agreement.

Our statements shall be payable upon presentation. In the absence of prompt payment thereof, we shall have the right to cease our representation of you. We will exercise this right, in any case, in accordance with our obligations under the applicable rules of professional responsibility.

4. Termination and Withdrawal

You have the right to discharge us for any reason at any time upon the giving of reasonable notice. If we are discharged, all unpaid fees, costs, out of pocket expenses and disbursements will be paid within 30 days of such discharge.

We also have the right to withdraw from our representation of you upon giving reasonable notice to secure other counsel, obtain the approval of a court or tribunal, if that is necessary, and, in any event, otherwise attempting to take reasonable steps to minimize any prejudice which you may suffer by our withdrawal.

5. Conflicts of Interest

We represent a large number of clients in many offices throughout the world. We are aware of no other current client engagement that would be a conflict of interest with our

A handwritten signature in dark ink, appearing to be "G. Mismar", located at the bottom left of the page.

Dr. Ghaith Mismar

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representation of the Bank. However, it is possible that during the course of this or any other representation by us, other clients or new clients may seek to assert or protect interests which are adverse to or different from yours. These may constitute conflicts of interest which could prevent or otherwise inhibit our ability to represent those clients or new clients or you. Given that possibility and in order to be fair to those others and you, as a condition to our undertaking this representation, it is agreed that we may continue to represent or undertake to represent existing or new clients even if those clients' interests are directly adverse to or different from yours or your affiliates, related entities or persons, including litigation or arbitration and any other related matter regardless of its magnitude or other importance.

We request that before agreeing to the above waiver and consent, you consider its consequences as well as your rights concerning the confidences and secrets which will be disclosed to us in the course of your representation as well as any concerns you might have as to its effect on the zealouslyness of our representation of you as a client.

To ensure that neither the zealouslyness of the Firm's representation would be affected nor confidences nor secrets disclosed, in the event the Firm undertakes representation of clients with interests adverse to yours or those of your affiliates, related entities or persons, we will create ethical screens between the lawyers and staff working on your matters and those of the other clients.

Notwithstanding the foregoing, in the absence of your consent we shall undertake no new such representation which has a substantial relationship to the matters or issues presented in this representation and which is adverse to or different from your interests. Nor shall we act adversely to your interests on any matter in which as a consequence of our prior representation of you, we have had access to confidential or secret information belonging to you which could inappropriately be used to your disadvantage. We are aware of no current representations of which are or may become adverse to or different from your interests and which bear a substantial relationship to the issues or matters presented in this representation or involve such confidences or secrets.

As you are aware, we also represent the Hashemite Kingdom of Jordan in connection the Kingdom's joint legal interests with the Bank, including the Kingdom's dealings with the U.S. Department of State regarding the Litigation. As we have discussed, neither you nor we regard there to be any conflict of interest that results from our simultaneous representation of the Bank and the Kingdom.

6. Confidentiality

Under applicable rules of professional responsibility, the Firm is obliged to avoid revealing information acquired as a consequence of the representation of any client. Therefore, if we have such information from another client, we cannot disclose it to you even if that information is relevant to your representation.

7. Document Retention and Ownership

All drafts, research notes or memoranda or the like produced by us in the course of this representation shall remain the sole property of the Firm, but shall not be unreasonably withheld if requested by the Bank.

Dr. Ghaith Mismar

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To the extent that any documents, correspondence, factual memoranda or the like are produced by or transmitted to us, you shall have the right to request and receive from us those items at any time for a period of 18 months after conclusion of the representation unless the law mandates a less limited period. At the conclusion of that 18 month period, or whatever period is otherwise mandated by law, we shall have the right at our discretion, but not the obligation, to either deliver those items to you or destroy the same.

8. Conclusion of Engagement

Please be advised that if we do not receive additional assignments within 90 days of the conclusion of the last assignment for which you have engaged us, we will consider our attorney-client relationship to have been terminated upon the completion of the specific services you have engaged us to perform. If you later retain us to perform further or additional services, the attorney-client relationship will recommence, subject to these and any supplemental terms of engagement that we may agree upon at that time. The fact that we may inform you from time to time of developments in the law which may be of interest to you, by newsletter or otherwise, should not be understood as a recommencement of an attorney-client relationship. We undertake no obligation to inform you of such developments in the law unless you have engaged us in writing to do so. Our consenting to be a party notified under agreements or other instruments on your behalf shall not alone constitute our being considered as your attorneys notwithstanding such consent.

9. Compliance with Subpoenas, Mandates, etc.

During the pendency of this engagement and thereafter, the Firm, its attorneys or staff, may be required to respond to requests or orders to disclose information, documents, electronic or otherwise, or testify concerning services performed for or about you as a client. Such requests may come through subpoenas or other legal process or from persons such as auditors, consultants or other counsel to whom you direct us to make such disclosures. In all such instances, we shall limit our disclosures to either material which is not privileged under applicable law or, if it is, which you or your authorized representative direct us to disclose.

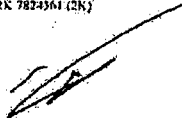
You agree that we will be compensated at our then customary charges and reimbursed by you for all time devoted by us and expenses incurred as a consequence of so responding.

10. Confirmation of this Agreement

To confirm your agreement to the foregoing terms, please sign below in the space provided on the enclosed copy of this Agreement.

Our conduct as attorneys will be and is governed by the Rules of Professional Conduct in effect in the State of New York at the time of such conduct.

Please note that in the event of a dispute between you and White & Case as to either the amount of our charges or matters incidental thereto, under certain circumstances, you may have the right to request arbitration of the dispute under Part 137 of the Rules of the Chief Administrator of the New York courts.

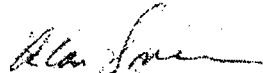


Dr. Ghaith Mismar

WHITE & CASE

We greatly appreciate the opportunity to be of service to the Bank and to work with you and your colleagues.

Sincerely yours,



Alan Grover

AGREED:

Arab Bank PLC

By: 

Dr. Ghaith Mismar
General Counsel/
Secretary General

Date: 12.12.2010

AG:laa